

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
successor in interest to InBank  
Commercial Oak Forest  
15533 South Cicero Avenue  
Oak Forest, IL 60452

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018



Doc#: 1007531028 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/16/2010 09:50 AM Pg: 1 of 4

**This Modification of Mortgage prepared by:**

ol/Ln. #43615119001/LR#95293, Loan Doc. Specialist  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



**THIS MODIFICATION OF MORTGAGE** dated December 29, 2009, is made and executed between Thomas M. McAuliffe II and Dana McAuliffe, His Wife, as Tenants by the Entirety, whose address is 15245 Lawrence Ct., Orland Park, IL 60462 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to InBank, whose address is 15533 South Cicero Avenue, Oak Forest, IL 60452 (referred to below as "Lender").

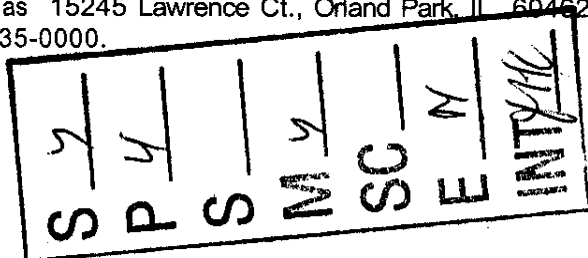
**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 29, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 29, 2008 executed by Thomas M. McAuliffe II and Dana McAuliffe, His Wife, as Tenants by the Entirety ("Grantor") for the benefit of InBank N/K/A MB Financial Bank, N.A. ("Lender"), recorded on January 5, 2009 as document no. 0900526305, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 5, 2009 as document no. 0900526306.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

THE NORTHEASTERLY 5.50 FEET OF LOT 75 AND ALL OF LOT 76 IN SHAGBARK HILLS, A SUBDIVISION OF THE EAST 657.08 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 15245 Lawrence Ct., Orland Park, IL 60462. The Real Property tax identification number is 27-14-110-035-0000.



**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of December 29, 2009 in the original principal amount of \$499,999.82 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$999,999.64.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:**

- (1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;
- (2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 29, 2009.

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## MODIFICATION OF MORTGAGE (Continued)

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**GRANTOR:**

X *Thomas M. McAuliffe II*  
Thomas M. McAuliffe II

X *Dana McAuliffe*  
Dana McAuliffe

**LENDER:**

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO INBANK

X *Robert Brown*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILL

COUNTY OF Will

)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared **Thomas M. McAuliffe II** and **Dana McAuliffe**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of December, 2009.

By *Roberta L. Mitchell*

Residing at \_\_\_\_\_

Notary Public in and for the State of ILL

My commission expires 3-16-10



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILL )  
 ) SS  
 COUNTY OF Will )

On this 29 day of December, 2009 before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the VP, authorized agent for **MB Financial Bank, N.A. successor in interest to InBank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A. successor in interest to InBank**, duly authorized by **MB Financial Bank, N.A. successor in interest to InBank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **MB Financial Bank, N.A. successor in interest to InBank**.

By Roberta L. Mitchell Residing at \_\_\_\_\_

Notary Public in and for the State of ILL

My commission expires 3-16-10



County Clerk's Office